



ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
04/14/2021 9:58AM
379533- MO

Deputy Clerk

Don't put this 57070

AMENDMENT NO. 1 TO

LIONS WATER TREATMENT PLANT ELECTRICAL CONTROL BUILDING PROJECT

This Agreement is made and entered into on this 23rd day of March, 2021 between **St. John the Baptist Parish Council**, hereinafter referred to as "**PARISH**", represented by **Jaclyn Hotard, Parish President**, in accordance with the duly passed motion of the St. John the Baptist Parish Council, and **Burk-Kleinpeter, Inc., 4176 Canal Street, New Orleans, LA 70119, (504) 486-5901** represented by **Henry M. Picard, III, PE, PLS**, in accordance with the corporate resolution attached hereto, hereinafter referred to as "**ENGINEER**" under the following terms and conditions.

AMENDMENT

The Amendment Section of the original Agreement executed on October 13, 2020 provides that "This agreement may be amended by written consent, executed by both parties and subject to approval by St. John the Baptist Parish Council."

PROPOSED AMENDMENT NO. 1

SCOPE OF SERVICES

In accordance with the Amendment Section of the original agreement, the parties hereby agree to amend the Scope of Services, attached as **Exhibit A**, to include additional services, attached as **Exhibit B**.

PRICING SCHEDULE

In accordance with the Amendment Section of the original agreement, the parties hereby agree to amend the Pricing Schedule, attached as **Exhibit C**, to reflect the costs associated with performance of the amended Scope of Services, attached as **Exhibit D**.

Except as set forth in this Amendment, all terms and conditions not addressed herein shall remain as stated in the original contract dated October 13, 2020.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 23rd day of March 2021.

WITNESS :

Deanna Scheunayder

PARISH:

ST. JOHN THE BAPTIST PARISH

By: [Signature]
Jaclyn Hotard
Parish President

WITNESS :

Lisa Dantonio

ENGINEER:

BURK-KLEINPETER, INC.

By: [Signature]
Henry Picard, III, PE, PLS
Vice President

Exhibit A
Scope of Services – Original Agreement

SERVICES

The ENGINEER shall provide all basic and supplemental services required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this agreement, including attendance by the ENGINEER at project meetings.

PROJECT DESCRIPTION

This project will refurbish and convert the room located on the second floor of the Lions Water Treatment Plant Building into a new electrical control room. The Lions Water Treatment Plant existing electrical control room is the original electrical room that was installed as part of the original plant construction. Since original construction of the plant many additions and modifications to the plant have been completed over the years and all of the electrical controls for these improvements were added onto the existing controls within the original control room and there is no room for expansion or upgrade of these controls in the current location. This project excludes any modifications, revisions, or replacements to the existing electrical service and any on-site power generation.

TASK 1 – DETAILED SITE SURVEY PHASE:

1. Coordinate and conduct a detailed site survey that can be used to develop engineering design plans for the project.
2. Plot information obtained from survey on proper plan.

TASK 2 – ELECTRICAL SURVEY PHASE:

1. Coordinate and conduct a detailed electrical survey that can be used to develop an electrical one line diagram of the existing electrical controls.
2. Plot information obtained from survey on proper plan.

TASK 3 – PRELIMINARY DESIGN PHASE:

1. Prepare preliminary engineering plans which demonstrate the concept and layout.
2. Preliminary submittal shall be a 65% submittal.
3. The preliminary design submittal will include all sheets necessary to depict the major elements of work and a set of preliminary technical specifications.
4. Prepare a preliminary construction cost estimate outlining all expected items of work and current unit prices for these items.
5. A technical review meeting will be held at the preliminary design phase following review of the preliminary submittal by St. John Parish.
6. Comments from the technical review meeting will be incorporated into the final design phase.

TASK 4 – FINAL DESIGN PHASE:

1. Prepare final plans and specifications and opinion of probable construction cost.
2. Submittals will include a 95% and 100% submittal.
3. The 95% design submittal will include all sheets and technical specifications. An updated opinion of probable construction cost will be provided.
4. A technical review meeting will be held at the 95% design phase following review of the 95% submittal by St. John Parish.
5. Comments from the technical review meeting will be incorporated into the 100% final design.
6. The 100% final design submittal will include plans and specifications signed and stamped by a professional engineer along with a final opinion of probable construction cost.

TASK 5 – BIDDING PHASE:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. The Engineer shall evaluate and determine the acceptability of "or equal" and substitute materials and equipment proposed by bidders.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

TASK 6 – CONSTRUCTION PHASE:

1. Prepare formal contract documents for the execution of the construction contract.
2. Provide a competent Project Engineer and such assistants as may be required to administer the construction contract and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.

3. The ENGINEER is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the ENGINEER.
4. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
5. Require and review tests of materials necessary for the project.
6. Determine contract pay quantities, including necessary materials checking.
7. Verify and approve contractor's pay estimates and submit same to DIRECTOR.
8. Prepare progress reports for the DIRECTOR.
9. Prepare detailed drawings as necessary to supplement the construction drawings.
10. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
11. Perform final inspection and make a recommendation for acceptance.
12. Verify and approve Testing Laboratory pay estimates and submit same to DIRECTOR.
13. Prepare all necessary documentation required for construction change orders.
14. Prepare written recommendation for all required changes to plans and specifications during construction.
15. Attend progress meetings and other meetings as necessary to discuss issues associated with the project.

TASK 7 – RECORD DRAWINGS:

1. The ENGINEER shall furnish reproducible tracings of "RECORD" drawings, based on information provided by the contractor, on CD in both ACAD and PDF formats. The ENGINEER shall also furnish 3 full size bond copies of "RECORD" drawings.

TASK 8 – RESIDENT PROJECT REPRESENTATIVE:

1. Assign personnel acceptable to the DIRECTOR.
2. Assist Engineer in observing progress and quality of the work.
3. RPR is Engineer's representative at the site.
4. Attend meetings with Contractor, such as preconstruction conference, progress meetings, job conferences and other project-related meetings.
5. Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Conduct on site observations of Contractor's work in progress to assist Engineer in determining if the work is in general accordance with the contract documents.
7. Maintain at the site orderly files for correspondence, reports of job

conferences, reproductions of original contract documents including all change orders, field orders, work change directives, addenda, additional drawings issued, progress reports, shop drawing and sample submittals received on other project related documents.

8. Prepare a daily report recording the contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, observations in general.
9. Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendation to Engineer.
10. Participate in visits to the project to determine substantial completion and final completion.

Exhibit B
Scope of Services – Amendment No. 1

Description of Modifications:

- a. Engineer shall perform or furnish the following Additional Services:

To convert the second floor of the Lions Water Treatment Plant into an electrical control room and as required to obtain a LA State Fire Marshall Permit for this project a life safety and code summary report is required for the design.

Architectural Design Services:

1. Code Review including ADA guidelines and compliance
2. Life Safety Plan & Code Summary sheet
3. Coordination/Documentation on any required modifications to meet code
4. Submit set of Construction Drawings to authority having jurisdiction for permitting purposes

Exhibit C
Pricing Schedule – Original Agreement

PAYMENTS:

For each task in Exhibit A and any other services required for this project, the work is to be initiated only upon receipt of written Notice to Proceed from the Director of Utilities.

For the services outlined in Exhibit A, the Owner shall pay the Engineer Basic and Supplemental Services as follows:

Tasks 3 through 8:

Compensation for Services – for work associated with the basic services and resident project representation of this project the estimated fee shall be based on the construction cost estimate of the project and in accordance with **Parish Ordinance 05-16**. Fees for the detailed site survey and electrical survey are based on a price proposal provided by the surveyor with a 10% sub-consultant management fee added to the proposed survey price.

Actual fees for design, and construction phase services of the project (Task 3, 4, 5, 6, 7 and 8) shall be originally based on said fee curve and adjusted based on the actual bid price received for the project to be presented in the form of an amendment for approval by the Parish upon completion of Task 5.

Construction Cost Estimate:	\$876,229.00
-----------------------------	--------------

Supplemental Services Fee Breakdown

Task 1 Detailed Site Survey (Lump sum)	\$7,700.00
Task 2 Detailed Electrical Survey (Hourly not-to-exceed)*	\$38,500.00

Basic Engineering Services Fee Breakdown

Task 3 Preliminary Design Phase (Lump sum)	\$18,116.00
Task 4 Final Design Phase (Lump sum)	\$32,609.00
Task 5 Bidding Phase (Lump sum)	\$3,623.00
Task 6 Construction Phase (Lump sum)	\$14,493.00
Task 7 Record Drawings Phase (Lump sum)	<u>\$3,623.00</u>

Total Basic Engineering Services Fee from Ordinance 05-16 (8.27%):	\$72,464.00
--	-------------

Task 8 Total Resident Project Representative Services Fee from Ordinance 05-16 (3.52%) (Hourly not-to-exceed)*:	\$30,843.00
---	-------------

*Work is to be performed on an hourly basis with certified timesheets and equipment rental logs (if required) submitted for review and approval.

Total Professional Services Fee from Tasks 1 through 8:	\$149,507.00
---	--------------

FUNDS

Payment to the Engineer under this contract shall be contingent upon availability of funds as identified in the Council approval authorizing the contract terms.

Exhibit D
Pricing Schedule – Amendment No. 1

3. Agreement Summary (reference only)	
a. Original Agreement amount:	<u>\$149,507.00</u>
b. Net change for prior amendments:	<u>\$0.00</u>
c. This amendment amount:	<u>\$9,350.00</u>
d. Adjusted Agreement amount:	<u>\$158,857.00</u>

For the Services set forth in Amendment No. 1, **OWNER** shall pay **ENGINEER** the following additional compensation:

Life Safety and Code Summary Services

Amendment No. 1 Fee Breakdown:

Code Summary (Lump Sum)	\$3,500.00
Life Safety Plan (Lump Sum)	\$1,750.00
Documentation/Coordination of Required Changes (Lump Sum)	\$1,750.00
Permitting Submittal (Lump Sum)	\$750.00
Plan Review Comments (Lump Sum)	\$750.00
10% Sub-Consultant Management Fee (Lump Sum)	<u>\$850.00</u>
Total Amount for Amendment No. 1	\$9,350.00

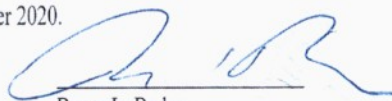
RESOLUTION

BE IT RESOLVED by the Board of Directors of Burk-Kleinpeter, Inc., a corporation organized and existing under the laws of the State of Louisiana and domiciled in the City of New Orleans, Louisiana, that Henry M. Picard, III, Senior Vice-President, be, and he is hereby authorized and empowered to execute any and all contracts, agreements, and/or proposals for Professional Services on behalf of the Corporation with St. John the Baptist Parish Government for the "Lions Water Treatment Plant Electrical Control Building" project.

CERTIFICATE

I, Bruce L. Badon, Executive Vice President and Corporate Secretary of Burk-Kleinpeter, Inc., do hereby certify that the foregoing resolution was unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 24th day of September 2020; that said resolution is duly entered into the records of said Corporation; that it has not been rescinded or modified, and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said Corporation this 24th day of September 2020.



Bruce L. Badon
Corporate Secretary

ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

RESOLUTION
R21-42

Councilwoman Houston proposed and Councilman Torres seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

**A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO
AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH BURK-
KLEINPETER, INC. FOR THE LIONS WATER TREATMENT PLANT
ELECTRICAL CONTROL BUILDING PROJECT**

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, this Amendment includes additional services needed to perform the Life Safety and Code Summary to submit and obtain a LA State Fire Marshall Permit to convert the second floor of the Lions Water Treatment Plant into an Electrical Control Room; and

WHEREAS, the cost of the Amendment is \$9350.00 and will be funded through a Louisiana Department of Health (LDH) Drinking Water Revolving Loan; and

WHEREAS, LDH has reviewed and approved the Amendment for funding as a part of the loan.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President, Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the Amendment for the Professional Services Agreement between St. John the Baptist Parish and Burk-Kleinpeter, Inc.

This Resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Malik, Torres, Houston, Becnel, Duhe-Griffin, Arcuri, Wright

NAYS: None

ABSTAIN: None

ABSENT: Schnyder & Madere

And, the resolution was declared adopted on this, the 23rd day of March, 2021.



Council Chairman


Secretary

Approved: _____ X _____

Veto: _____

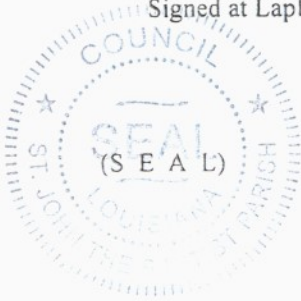

Parish President

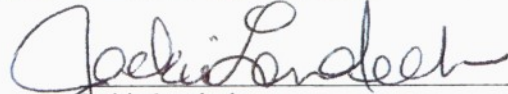
* * * * *

C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 23rd day of March 2021.

Signed at Laplace, Louisiana this 23rd day of March 2021.




Jackie Landeche
Secretary